

Stadium Manager:
Forty Niners Stadium Management Company LLC
 Procurement
 4900 Marie P DeBartolo Way
 Santa Clara, California 95054
proc@49ers-smc.com

Vendor:
Arata Equipment Company
 1655 Old County Road
 San Carlos, CA 94070
 Nick Arata, Nick@arata.com
 (650)508-1010

**Purchase Order:
 10394**

Purchase Order Date: Month XX, 2026

<p>SHIP ALL ITEMS TO Forty Niners Stadium Management Company LLC Receiving ATTN: Roger Elu 4900 Marie P DeBartolo Way Santa Clara, California 95054</p>	<p>BILL TO Forty Niners Stadium Management Company LLC Accounts Payable C/O: Roger Elu 4949 Marie P DeBartolo Way Santa Clara, California 95054 Email: AP@49ers.com</p>	<p>ATTENTION: Roger Elu roger.elu@49ers-smc.com</p>
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Budget: SCSA CapEx - Project: Trash Compactor Replacement, Trash Compactor Units

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
<p>Arata Equipment Company ("Arata" or "Vendor") shall remove and dispose of four (4) existing commercial compactor units manufactured by Sani-Tech Systems, Inc. ("Sani-Tech"), and shall provide, deliver, and install four (4) new Sani-Tech commercial compactor units in accordance with the specifications in Attachment A, Compactor Unit(s) Specifications, which is attached and incorporated herein by reference, as well as the design drawings in Schedule 1 to Attachment A, Design Drawings, also attached and incorporated herein by reference.</p> <p>Arata shall perform a turn-key installation of the four (4) new Sani-Tech compactor units. The removal services shall proceed as follows:</p> <ul style="list-style-type: none"> • Remove the existing assemblies from the sides of the dumper buckets. • Disconnect and forklift existing container away from compactor. • Unbolt and remove existing electrical conduit and disconnect from cart dumper cage/compactor for reutilization with new equipment. • Unbolt and cut flush existing anchor bolts on compactor and steel channel guides. • Forklift cart dumper, cage, auger compactor, and channel guides out of the way. • Load all old equipment onto truck to remove from jobsite. <p>The installation services shall proceed as follows:</p> <ul style="list-style-type: none"> • Offload and position the new cart dumper, cage, compactor, and channel guides in the same position as the previous units. • Position and secure new cart dumper with cage and anchor it to concrete. • Remount existing electrical conduit and disconnect. • Position new auger compactor and anchor it to concrete. • Make electrical connection. Arata shall be solely responsible for verifying that these circuits are adequate, compatible, and compliant with all applicable codes and requirements, and for performing all necessary work to ensure a fully compliant and operational installation. • Position new wheel guides and anchor it to concrete. • Forklift new container into channel guides and attach it to new compactor. • Test run each unit for proper operation. • Provide training to customer on the proper usage of new equipment. <p>Arata shall ensure proper demolition and disposal and/or recycling of old materials, and other waste generated as part of the project in compliance with local, state, and federal rules, regulations, ordinances, and laws. Arata shall divert all recyclable waste materials to appropriate recycling centers as required for compliance with the local jurisdiction's waste diversion ordinances. Arata shall complete and execute any certification forms required by Stadium Manager or other applicable agencies having jurisdiction to document Arata's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Arata.</p>				

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Arata shall assign to Stadium Manager the two-year manufacturer's warranty from Sani-Tech in accordance with Section 7, WARRANTIES such warranty to be in substantially the form attached hereto as Attachment C, Manufacturer's Warranty.

Arata will provide one year of maintenance for each of the four commercial compactor units in accordance with the terms set forth in Attachment B, Maintenance Agreement, at no additional cost to Stadium Manager.

Delivery and installation shall be coordinated with the Stadium Manager and performed at times designated by the Stadium Manager, at their sole discretion.

Arata shall invoice Stadium Manager only upon the successful installation and verification of proper operation in accordance with the specifications of each unit. Stadium Manager payment shall be contingent upon each unit being accepted as fully operational.

The total contract price includes all labor, materials, delivery, tools, equipment, and incidental expenses necessary to complete the work in accordance with this purchase order. This includes, but is not limited to, all component parts of each compactor unit, replacement of channel floor guides, electrical materials, concrete anchors, and cutting wheels.

1	SANI-TECH ST1046/36 AUGER COMPACTOR WITH 30-YARD CONTAINER FOR GARBAGE, RECYCLING, AND LANDFILL	3	\$144,560.00	\$433,680.00
2	SANI-TECH ST1046/36 AUGER COMPACTOR WITH 15-YARD CONTAINER FOR COMPOST	1	\$143,520.00	\$143,520.00
Sub Total:				\$577,200.00
Tax:				\$52,669.50
Shipping/Freight:				Included
Total:				\$629,869.50

Reference Quote: 6039, dated February 5, 2026.

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This purchase is subject to the terms and conditions attached and incorporated by reference.

STADIUM MANAGER

VENDOR

Signature: _____

Signature: _____

Name: Francine Melendez Hughes _____

Name: Nick Arata _____

Title: Executive Vice President and General Manager _____

Title: _____

Email: Francine.Hughes@49ers-smc.com _____

Email: Nick@arata.com _____

Date: _____

Date: _____

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LEVI'S STADIUM PURCHASE ORDER TERMS AND CONDITIONS

1. **CONTRACT:** This purchase order, which consists of these standard terms and conditions, and any attachments hereto, evidences acceptance by the Forty Niners Stadium Management Company LLC ("Stadium Manager") of the offer from the provider of goods and services ("Vendor") which are the subject of this purchase order and constitutes a binding contract upon the terms and conditions set forth herein without further action or agreement of Vendor. In the event of conflict between these standard terms and conditions and the provisions of any attachment hereto these standard terms and conditions shall control.
2. **SCHEDULE; TIME OF PERFORMANCE:** Vendor shall supply the goods and perform the services, with the schedule and term, as specified herein. Time is of the essence.
3. **COMPENSATION; SCHEDULE OF PAYMENT:** Compensation, and method of payment, shall be as set forth herein. Vendor shall submit an invoice within thirty (30) calendar days after satisfactory completion of performance. Stadium Manager shall make payment within thirty (30) calendar days after receipt of such invoice. Vendor is responsible for all costs and expenses incident to the performance of this purchase order, including without limitation all costs, taxes, and all other costs of doing business.
4. **DISCOUNT PERIODS:** Intentionally left blank.
5. **SALES TAXES:** Vendor shall separately state on all invoices any sales, use or similar taxes imposed by federal or state government applicable to furnishing of the goods.
6. **PACKING AND SHIPPING OF GOODS; TITLE AND RISK OF LOSS:** All goods shall be delivered "free on board destination" to the location specified herein, full freight prepaid except for special or expedited orders, which shall be agreed upon prior to shipment. Deliveries of goods shall be made without charge for boxing, crating, carting or storage unless otherwise specified, and goods shall be suitably packed to secure lowest transportation costs, and in accordance with the requirements of common carriers, and in such a manner as to assure against damage from weather or transportation. Stadium Manager's order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. Stadium Manager's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by Stadium Manager shall be shipped in separate boxes or containers for each destination at no extra charge. Title to and risk of loss on all goods pass to Stadium Manager only upon Stadium Manager's acceptance of such goods.
7. **WARRANTIES:** Vendor represents and maintains that it has the expertise in the professional calling necessary to perform the services, and its duties and obligations, expressed and implied, contained herein, and Stadium Manager expressly relies upon Vendor's representations regarding its skills and knowledge. Vendor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California. Vendor warrants that all goods and services shall be delivered or performed free of all liens, claims, security interest or encumbrances, will conform to applicable specifications, drawings, descriptions and samples, and will be merchantable, of good workmanship and material, and free from defect. Vendor assumes design responsibility and warrants that all goods shall be delivered or performed free of design defect and suitable for the purposes intended by Stadium Manager, and that neither purchase, use or resale, nor delivery or performance thereof shall violate any patent, copyright or similar rights. Vendor's warranties shall run to Stadium Manager and shall not be deemed to be exclusive. Vendor agrees to promptly replace or correct any incomplete, inaccurate or defective goods or services at no further cost to Stadium Manager when defects are due to the negligence, errors or omissions of Vendor. Vendor agrees that for a period of one (1) year after the date of final acceptance by Stadium Manager, Vendor shall within ten (10) business days after being notified in writing by the Stadium Manager of any defect in the work performed by Vendor under this purchase order, commence and prosecute with due diligence all work necessary to correct such defect at its sole cost and expense. For any work so corrected, Vendor's obligation hereunder to correct defective work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected work by Stadium Manager. Vendor shall perform such tests as the Stadium Manager may require to verify that any corrective actions, including, without limitation, redesigns, repairs, and replacements comply with the requirements of this purchase order. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Vendor. In addition to the warranty set forth above, Vendor shall obtain for Stadium Manager all warranties that would be given in normal commercial practice and assign to Stadium Manager any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Vendor and provided as part of the goods and services provided herein, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth above. Vendor shall furnish the Stadium Manager with all warranty and guarantee documents prior to final acceptance of all work covered by this purchase order by the Stadium Manager.
8. **CHANGES:** Stadium Manager shall have the right by written notice to change the extent of the work covered by this purchase order, the time or place of delivery, the method of shipment or packaging, or to suspend work. Notice of change must be signed

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by Stadium Manager's Executive Vice President and General Manager or his/her designee. Upon receipt of any such notice, Vendor shall promptly make the changes in accordance with the terms of the notice. If Vendor believes that the change will cause an increase or decrease in the cost of or time for performance, then Vendor must deliver to Stadium Manager a statement showing the effect of any such changes within ten (10) calendar days of receipt of the Stadium Manager's notice of change. An equitable adjustment shall be negotiated promptly and the purchase order modified in writing accordingly. Failure of Vendor to submit the statement within the time limit shall constitute its consent to perform the change without increase in compensation or time for performance. Changes may only be made in writing.

9. **TERMINATION FOR DEFAULT OR CONVENIENCE:** Stadium Manager may, by written notice, terminate this purchase order in whole or in part for default: (i) if Vendor fails to timely deliver the goods, or perform the services, or if no time is specified, within a reasonable time; (ii) if the goods delivered or services performed are incorrect or unsatisfactory; (iii) if Vendor fails to perform any of the other provisions of this purchase order, or so fails to make progress as to endanger performance of this purchase order; or (iv) if the Vendor becomes insolvent. If this purchase order is terminated for default, Stadium Manager, in addition to all other rights afforded by law, shall have the right to charge Vendor the amount by which the costs of fabricating or procuring the goods or services cancelled from another source exceed the compensation specified herein, and Stadium Manager may offset any such charge against any amounts which had or may become payable to Vendor under this purchase order or otherwise. Stadium Manager may, by not less than thirty (30) days written notice to Vendor, terminate this purchase order without cause or penalty.
10. **INDEMNITY: TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS STADIUM MANAGER, ITS AFFILIATES, THE CITY OF SANTA CLARA, THE SANTA CLARA STADIUM AUTHORITY, AND EACH OF THEIR OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), AGAINST ANY CLAIM, LOSS OR LIABILITY (COLLECTIVELY, "CLAIMS"), INCLUDING WITHOUT LIMITATION CLAIMS FOR INJURIES OR DEATH TO PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY, INCLUDING ECONOMIC LOSS, CAUSED BY OR RESULTING FROM THE ACTS OR OMISSIONS OF VENDOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS PURCHASE ORDER, OR THE BREACH BY VENDOR OF ANY OF ITS OBLIGATIONS UNDER THIS PURCHASE ORDER. VENDOR'S OBLIGATION TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS, SHALL SPECIFICALLY EXTEND TO ANY AND ALL EMPLOYMENT- RELATED CLAIMS OF ANY TYPE BROUGHT BY EMPLOYEES, CONTRACTORS, SUBCONTRACTORS OR OTHER AGENTS OF VENDOR. CONTRACTOR WARRANTS THAT IT IS MEETING ITS OBLIGATIONS UNDER THE AFFORDABLE CARE ACT ("ACT") AND/OR ANY OTHER SIMILAR FEDERAL OR STATE LAW, AND WILL FULLY INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FOR ANY PENALTIES, FINES, ADVERSE RULINGS, OR TAX PAYMENTS ASSOCIATED WITH VENDOR'S RESPONSIBILITIES UNDER THE ACT.**
11. **INSURANCE REQUIREMENTS:** Vendor shall, at no cost to Stadium Manager, maintain (or cause to be maintained) the following insurance coverage with insurers having a "Best's" rating of A-VIII or better: commercial general liability insurance, including coverage for bodily injury, property damage, personal and advertising injury, products/completed operations and contractual liability with a minimum amount of one million US Dollars (USD \$1,000,000.00) for each occurrence. Vendor shall provide Stadium Manager with applicable certificates and/or endorsements before work commences.
12. **COMPLIANCE WITH THE LAW:** Vendor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.
13. **GOVERNING LAW; VENUE:** This purchase order shall be governed and construed in accordance with the laws of the State of California. The venue of any suit filed by either Party shall be in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose Division.
14. **ASSIGNMENT:** Vendor shall not assign any of the work to be performed under this purchase order nor shall Vendor subcontract for complete or substantially completed goods or major components thereof without the prior written consent from Stadium Manager or his/her designee.
15. **WAIVER:** Vendor agrees that Stadium Manager's waiver of any breach or violation of any provision of this purchase order, or acceptance of any performance, or tender of any payment, shall not be deemed a waiver of any other provision or any subsequent breach of the same or any other provision. Stadium Manager's inspection and warranty rights are not waived by payment or any other action by Stadium Manager.
16. **INDEPENDENT CONTRACTOR:** It is understood and agreed that Vendor and all person(s) employed or contracted by Vendor shall act as, and be, an independent contractor and not an employee, agent, joint venturer, or partner of Stadium Manager. Vendor has full rights to manage its employees and contractors under this purchase order. Vendor shall retain the right to provide goods or perform services for others during the term of this purchase order.

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17. **CONFIDENTIAL INFORMATION:** All data, documents, discussions or other information developed or received by or for Vendor in performance of this purchase order are confidential and not to be disclosed to any person except as authorized by Stadium Manager, or as required by law.
 18. **VENDOR'S BOOKS AND RECORDS:** Vendor shall maintain all records evidencing or relating to performance and amounts charged to or paid by Stadium Manager for a minimum period of four (4) years, or for any longer period required by law, from the date of final payment to Vendor pursuant to this purchase order. Any such records shall be made available for inspection or audit, at any time during regular business hours, upon written request by Stadium Manager. Copies of such documents shall be provided to Stadium Manager for inspection at Levi's Stadium if requested and if practical to do so, otherwise records will be inspected at Vendor's business location.
 19. **NON-DISCRIMINATION.** Vendor and all of Vendor's subcontractors shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.
 20. **CONFLICTS OF INTEREST:** Vendor certifies that no Stadium Manager officer, employee or authorized representative has any financial interest in the business of Vendor and that no person associated with Vendor has any interest, direct or indirect, which could conflict with the faithful performance of this purchase order. Vendor is familiar with the provisions of California Government Code section 87100, et seq., and certifies that it does not know of any facts which would violate these laws. Vendor will promptly advise Stadium Manager if a conflict arises. Vendor has read and agrees to comply with City of Santa Clara's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).
 21. **SEVERABILITY:** In case any one or more of the provisions in this purchase order shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.
 22. **PREVAILING WAGE:** Vendor acknowledges and agrees that work performed under this purchase order shall not create any right of lien for Vendor at Levi's Stadium, which is a publicly owned building. Vendor hereby waives and releases any right of lien against Stadium Manager, the City of Santa Clara, the Santa Clara Stadium Authority, or Levi's Stadium for any work performed by Vendor during the Term of this purchase order. The work provided by Vendor under this purchase order are subject to compliance monitoring and enforcement by the Department of Industrial Relations. During the Term of this purchase order, Vendor warrants that it is registered with the Department of Industrial Relations and qualified to perform work consistent with Labor Code section 1725.5. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is being performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work as provided in the California Labor Code must be paid to all workers engaged in performing the work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the work is to be performed; the Stadium Manager has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the work is to be performed for each craft, classification or type of worker needed to perform the Project; and copies of the prevailing rate of per diem wages are on file at the Stadium Manager' office and will be made available on request. Throughout the performance of the project, Vendor must comply with all applicable laws that apply to wages earned in performance of the work required herein. Vendor assumes all responsibility for such payments and shall defend, indemnify and hold the City of Santa Clara, the Santa Clara Stadium Authority, the Stadium Manager and each of their respective affiliates harmless from any and all claims made by the State of California, the Department of Industrial Relations, any subcontractor, any worker or any other third party with regard thereto. Additionally, in accordance with the California Administrative Code, Title 8, Group 3, Article 2, Section 16000, Publication of Prevailing Wage Rates by Awarding Bodies, copies of the applicable determination of the Director can be found on the web at <http://www.dir.ca.gov/DLSR/PWD/> and may be reviewed at any time. Vendor shall provide a certified copy of its payroll, on forms to be determined by the Stadium Manager and consistent with the California Labor Code, within ten (10) days of the Vendor's receipt of Stadium Manager' written request therefor. Vendor's failure to timely comply with this provision may subject the Vendor to penalties pursuant to state law.

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**ATTACHMENT A
COMPACTOR UNIT(S) SPECIFICATIONS**

The specifications and features for each compactor unit are listed below:

I. SANI-TECH ST1046/36 AUGER COMPACTOR WITH 30-YARD CONTAINER: QUANTITY 3 (GARBAGE, RECYCLING, AND LANDFILL)

Specifications:

Charge box capacity: 4.5 cubic yards

Clear chamber opening: 64" W x 60" D

Cycle time: Continuous

Auger Diameter: Tapered 46" to 36"

Auger Speed: 8 RPM

Auger Torque: 204,000-in. lb.

Displacement rate: 270 cubic yards/hour

Motor: 10 H.P. 480 Volt, 3-Phase

Controls: UL listed 110V

Key-lock start/reverse switch on unit

Mushroom-headed emergency stop switch provides immediate shut down

Length of unit: 37' 2" (with dumper bucket and 30-yard container)

Width of unit: 8' 6" (with 30-yard container)

Height of unit: 8' 4" (with hopper)

Colors of units:

Garbage: black

Recycling: blue

Landfill: brown

Standard Equipment Included with each unit:

Abrasion resistant alloy steel auger with 6" nozzle extension, continuous duty operation, replaceable cast auger end wear plate, adjustable running time, bin near full/bin full warning lights, enamel finish, liquid tight auger chamber, adjustable compaction density, heavy-duty open top hopper with flared sides (for cart dumper), electronic lubrication system, controls mounted on side of hopper, steel channel guides with flared entry and stops, 30-yard octagonal container with fire hose ports, 100% door seal, hinged metal cover (for container opening) and bin hole diaphragm, ER48/35 electrically powered cart dump system with adjustable hold-downs for Ameri-Kart 1 and 2-yard super heavy-duty material handling carts.

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II. SANI-TECH ST1046/36 AUGER COMPACTOR WITH 15-YARD CONTAINER FOR COMPOST

Specifications:

Charge box capacity: 4.5 cubic yards

Clear chamber opening: 64" W x 60" D

Cycle time: continuous

Auger Diameter: tapered 46" to 36"

Auger Speed: 8 RPM

Auger Torque: 204,000-in. lb.

Displacement rate: 270 cubic yards/hour

Motor: 10 H.P. 480 Volt, 3-Phase

Controls: UL listed 110V

Key-lock start/reverse switch on unit

Mushroom-headed emergency stop switch provides immediate shut down

Length of unit: 29' 2" (with dumper bucket and 15-yard container)

Width of unit: 8' (with 15-yard container)

Height of unit: 8' 4" (with hopper)

Color: green

Standard equipment:

Abrasion resistant alloy steel auger with 6" nozzle extension, continuous duty operation, replaceable cast auger end wear plate, adjustable running time, bin near full/ bin full warning lights, enamel finish, liquid tight auger chamber, adjustable compaction density, heavy-duty open top hopper with flared sides (for cart dumper), electronic lubrication system, controls mounted on side of hopper, steel channel guides with flared entry and stops, 15-yard octagonal container with fire hose ports, 100% door seal, hinged metal cover (for container opening) and bin hole diaphragm, ER48/35 electrically powered cart dump system with adjustable hold-downs for Ameri-Kart 1 and 2-yard super heavy-duty material handling carts.

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SCHEDULE 1 TO ATTACHMENT A
DESIGN DRAWINGS

REDACTED

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ATTACHMENT B:

MAINTENANCE AGREEMENT

Arata will provide maintenance for a one-year period for each of the following compactor units at no additional cost to Stadium Manager:

Make	Model	Frequency
Sani-Tech	ST1046/36	90 Days

The one-year maintenance period for each unit will begin on the date each unit is fully installed and operational.

The following services and deliverables will be provided as part of this Maintenance Agreement:

Maintenance will be provided every 90 days and will be scheduled in advance with Stadium Manager.

During each visit, the technician will lube all fittings, guides, and moving parts, check limit switches/photo-eyes/safety switches and pushbutton controls for proper operation, inspect all electrical connections and tighten as needed, adjust sensors/timers as necessary, and visually and functionally inspect equipment for all operational and safety specifications. Arata will provide grease to top off electronic lubrication system. Any deviation from normal will be reported in writing to the customer. Additional repairs will be performed only upon authorization. Labor, parts and material will be billed at prevailing rates. Equipment must be promptly made available for servicing upon arrival of technician at location or additional labor charges may apply.

Following each preventative maintenance visit, Arata will provide Preventive Maintenance Report which includes the following details:

Preventive Maintenance Report

Customer:

Phone:

Location:

Date:

Baler/ Compactor Model No: Sani-Tech ST1046/36

Serial No:

- | | | |
|--|-----|----|
| 1) Is the auto-greaser functional? | Yes | No |
| 2) Has the auto-greaser been topped off? | Yes | No |
| 3) Has the unit been lubricated: wheels, hinges, turnbuckles, latches? | Yes | No |
| 4) Have the chain and sprockets been inspected for alignment/tracking | Yes | No |
| 5) Are system controls set to specifications? | Yes | No |
| 6) Is the appearance of the equipment good? | Yes | No |
| 7) Has all debris been removed under and around the unit? | Yes | No |
| 8) Has cart dump system been checked for proper operation? | Yes | No |
| 9) Are the electrical connections in good shape? | Yes | No |
| 10) Are the controls in good working order? | Yes | No |

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|---|-----|----|
| 11) Are all safety switches working and in good condition? | Yes | No |
| 12) Are all anchor bolts secured? | Yes | No |
| 13) Has Sonozaire System been checked for proper operation? | Yes | No |
| 14) Has the customer been shown proper procedures? | Yes | No |

Other maintenance performed:

Comments:

The above work has been performed to my satisfaction.

Manager's Name _____ Phone No. _____
Signature _____ Date _____

If there is any problems or questions contact Nick Arata @ (650) 508-1010

Service Technician's name _____

Attachment C

STANDARD WARRANTY POLICY & PROCEDURES

All Equipment manufactured by Sani-Tech Systems, Inc. (herein call the "COMPANY") is thoroughly inspected and tested before leaving the factory and is warranted to be free of defects in workmanship and materials for a period of **two (2) years** from the date of installation, or **two (2) years and two (2) weeks** from date of shipment from the COMPANY'S facility (whichever comes first). The COMPANY'S obligation under this warranty is limited to the replacement or repair of defective parts and materials at approved labor costs. All third party PARTS and ACCESSORIES, like Motors and Gearboxes, are solely covered by their original Manufacturer warranties and are subject to the terms herein. Specifically EXCLUDED from this warranty are normal wear and tear items and maintenance tasks including, but not limited to, routine machine adjustments and consumable items like grease, fuses, seals and gaskets. Note: Bin Hole Diaphragms fall under the category of normal wear and tear items as noted above and are EXCLUDED from this warranty.

The warranty shall be considered VOID if any of the following conditions are true: 1) The Equipment has been subjected to negligence, accident, improper operation, abuse, misuse, inadequate lubrication or maintenance practices. 2) The Equipment has been repaired by an unqualified, unauthorized service technician. 3) The Equipment has been altered without COMPANY approval. 4) The Equipment has been operated beyond its rated capacity. 5) The Equipment has not been maintained in accordance to prescribed operation, safety and maintenance instructions. The Equipment covered under this agreement shall be used exclusively by PURCHASER and by no other person and there shall be no third party beneficiary to the express or implied warranties in this agreement. The PURCHASER assumes all risk and loss resulting from the use of the Equipment whether used alone or in combination with other goods. The COMPANY neither assumes nor authorizes any person to assume for the COMPANY, any other liability in connection with the sale or use of the product sold and there are no oral agreements or warranties affecting this agreement.

The COMPANY makes no warranty of merchantability of the goods, or fitness for a particular purpose. The COMPANY'S liability for loss of product, down time, container service or any other incidental or consequential damage incurred at any time is expressly disclaimed. The COMPANY'S liability in all events and for all purposes is limited to, and shall not exceed, the purchase price paid (for the product) by the PURCHASER.

Any part that is determined by the COMPANY to be defective will be repaired or replaced at the COMPANY'S option. If replaced, The COMPANY will pay for Ground Shipping only. If Expedited Shipping is requested The PURCHASER shall be responsible for any Expedited Shipping costs., travel charges, and taxes pursuant to the performance of this warranty. Any performance pursuant to this warranty shall be at the COMPANY'S facilities or an authorized service location as the COMPANY designates. Replacement parts are subject to a 30-day warranty and are specifically excluded from this Warranty.

PURCHASER (PURCHASER (END USER) RESPONSIBILITY

- 1: It is the responsibility of the PURCHASER to install the Equipment in conformity with applicable ANSI and OSHA standards as well as any applicable state, city and/or county codes and regulations.
- 2: It is the responsibility of the PURCHASER to provide a suitable mounting surface, adequate electric service and electrical connections at installation.
- 3: It is the responsibility of the PURCHASER to install the compactor in accordance with the COMPANY'S specifications and directions. Failure to follow proper installation and safety procedures may cause Equipment malfunction and create a serious safety hazard. Complete installation instructions are provided in the Owners Manual. Additional instructions may be acquired from the DEALER or from the COMPANY directly.
- 4: Failure to properly lubricate and maintain the Equipment will void the warranty. It is the responsibility of the PURCHASER to follow a regular preventative maintenance schedule as listed in the Owners Manual.
- 5: The Owners Manual, supplied during installation, should be retained for future reference.
- 6: In the event of Equipment or part failure, the customer must contact their local Dealer and provide a description of the problem and the Model and Serial number of the product. In the event that there is no Dealer available, the customer may contact the COMPANY directly.